

BANKRUPTCY RECOVERY GROUP, LLC
 TALITHA GRAY KOZLOWSKI, ESQ.
 Nevada Bar No. 9040
 Email: tgray@brg.legal
 GARRETT NYE, ESQ.
 Illinois Bar No. 6329215
 (Pro Hac Vice Granted)
 Email: gnye@brg.legal
 7251 Amigo Street, Suite 210
 Las Vegas, Nevada 89119
 Tel: 702-483-6126
Special Counsel for Debtor

**UNITED STATES BANKRUPTCY COURT
 DISTRICT OF NEVADA**

IN RE:	Case No. 23-10423-mkn
CASH CLOUD, INC., d/b/a COIN CLOUD, Debtor.	Chapter 11
CASH CLOUD, INC. d/b/a COIN CLOUD, Plaintiff, v. TWILIO INC., Defendant.	Adv. Pro. No. 25-01087-mkn Hearing Date: April 15, 2025 Hearing Time: 10:30 a.m.

DECLARATION OF DANIEL P. AYALA IN SUPPORT OF MOTION: (I) PURSUANT TO FED. R. BANKR. P. 9019 TO AUTHORIZE AND APPROVE SETTLEMENTS BETWEEN DEBTOR AND (1) 7-ELEVEN, INC.; (2) AMERICAN EXPRESS NATIONAL BANK; (3) SECURETRANS, INC.; (4) BIBBEO LTD.; (5) CYBERCODERS, INC.; (6) DATAART SOLUTIONS, INC.; (7) DSH DELIVERY LLC; (8) GRANITE TELECOMMUNICATIONS LLC; (9) H-E-B, LP; (10) LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.; (11) RANDSTAD NORTH AMERICA, INC.; (12) REPUBLIC SILVER STATE DISPOSAL, INC.; (13) SIEMENS INDUSTRY, INC.; (14) SIMON PROPERTY GROUP, INC.; (15) SMITH & SHAPIRO PLLC; (16) TWILIO INC.; AND (17) STATE REGULATORY REGISTRY LLC; AND (II) PURSUANT TO FED. R. BANKR. P. 328, 330, AND 331 FOR AWARD AND PAYMENT OF CONTINGENCY FEE AND EXPENSES

I, Daniel P. Ayala, hereby declare as follows:

1. I am over the age of 18 and mentally competent. I have personal knowledge of the facts in this matter and if called upon to testify, could and would do so.

2. I am the Independent Director of Cash Cloud, Inc. d/b/a Coin Cloud (the “Debtor”).

3. I make this declaration in support of the *Motion: (I) Pursuant to Fed. R. Bankr. P. 9019 to Authorize and Approve Settlements Between Debtor and (1) 7-Eleven, Inc.; (2) American Express National Bank; (3) Securetrans, Inc.; (4) Bibbeo Ltd.; (5) CyberCoders, Inc.; (6) DataArt Solutions, Inc.; (7) DSH Delivery LLC; (8) Granite Telecommunications LLC; (9) H-E-B, LP; (10) Love’s Travel Stops & Country Stores, Inc.; (11) Randstad North America, Inc.; (12) Republic Silver State Disposal, Inc.; (13) Siemens Industry, Inc.; (14) Simon Property Group, Inc.; (15) Smith & Shapiro PLLC; (16) Twilio, Inc.; and (17) State Regulatory Registry LLC; and (II) Pursuant to Fed. R. Bankr. P. 328, 330, and 331 for Award and Payment of Contingency Fee and Expenses (the “Motion”).¹*

4. Each of the Settling Transferees responded to the Debtor’s demand that they return certain allegedly preferential transfers. The Settling Transferees either accepted Debtor’s initial settlement offer or provided responses, either asserting defenses or making a counteroffer to the settlement offer made by Debtor. For those Settling Transferees that did not accept Debtor’s initial settlement offer, any asserted defenses were reviewed and analyzed, informal discovery was undertaken where necessary, and negotiations ensued resulting in the proposed settlements summarized on Exhibit 1 to the Motion and memorialized in the Settlement Agreements attached as Exhibits 3 and 19 to the Motion.

5. I considered the information received from the Settling Transferees and recommendations provided by BRG and determined the appropriate settlement offers.

¹ Unless otherwise expressly stated herein, all undefined, capitalized terms shall have the meaning ascribed to them in the Motion.

I declare under penalty of perjury of the laws of the United States that these facts are true to the best of my knowledge and belief.

/s/
DANIEL P. AYALA, ESQ.